

General Terms and Conditions of Purchase and Contract (AEAB) for goods, services and similar items supplied by CE cideon engineering Schweiz AG (CE), hereinafter referred to as 'CE' as set out below, effective 2 June 2016

1. Applicability of these GTP

1.1 We place orders or commission work exclusively on the basis of these General Terms and Conditions of Purchase and Order, hereinafter referred to as the GTPO. Any deviating undertakings or general

The Contractor's terms and conditions (hereinafter referred to as 'the Contractor') shall only apply if they have been brought to CE's attention in writing in advance with an explicit reference to them and CE has expressly agreed to them. If the Contractor has accepted the order for services – which CE had previously commissioned with reference to these General Terms and Conditions – by referring to its own terms and conditions of purchase and other terms and conditions, and if the Contractor now performs the services, this shall be deemed to constitute the Contractor's conclusive consent to the inclusion and exclusive applicability of CE's General Terms and Conditions.

1.2 These GTC shall be accepted by the Contractor at the latest upon commencement of the performance of our order.

1.3 These GTC apply to the purchase of goods, equipment, manufactured items and similar, as well as to the commissioning of services in the form of engineering services and similar.

2. Quotations

2.1 Quotations from the Contractor shall be submitted to CE without obligation and free of charge. The Contractor must clearly highlight in writing any deviations in its quotation from our enquiry.

2.2 Drawings, models, samples and other documents made available to the Contractor or produced by the Contractor in accordance with our specifications may only be used by the Contractor for the purposes of processing the
These may be used by CE in connection with the quotation and by us for the performance of the ordered delivery or service. They must be provided to us by
upon request at any time or following the completion of our enquiry, and at the latest immediately after the performance of the ordered delivery or service, free of charge.

3. Conclusion of Contract

%0.1 Only orders placed in writing, e.g. by letter, fax or email, are binding on us. Verbal agreements are only binding upon our written confirmation. The same applies to amendments and additions to orders.

%0.2 We expect the order confirmation to be fully in accordance with our order, to be provided no later than 10 days after the date of the order, and no later than 8 days after the contractor receives the order.

%0.3 If the Contractor confirms our quotation with amended terms and conditions, our silence shall not be deemed to constitute acceptance of the amended quotation. In this case, the contract shall not be concluded. Should the Contractor nevertheless perform its services, this shall be at the Contractor's own risk. The Contractor must expect its services to be rejected or returned at its own expense.

%0.4 Any provisions by the Contractor regarding a simple retention of title shall not be deemed a deviation from our order and shall be recognised by us.

4. Prices

4.1 The prices quoted by the Contractor are fixed prices and are net prices plus the applicable value added tax. They include payment for all deliveries and services entrusted to the Contractor under this contract.

4.2 We shall only pay for packaging if a separate fee for this has been agreed in writing with the Contractor.

4.3 Unless otherwise agreed in writing, deliveries shall be made 'delivered duty paid' (DDP) free to the agreed delivery address in accordance with INCOTERMS 2000, including packaging.

5. Subject matter of the supply, service

5.1 The scope, nature and content of the delivery or service shall be our order shall be decisive.

5.2 The drawings, descriptions, plans and similar documents forming part of the order are binding on the Contractor. The Contractor must check these for any discrepancies upon receipt and, in such cases, inform us immediately in writing. The Contractor remains solely responsible for the drawings, calculations, plans and similar documents produced by them, even if these are confirmed by us.

5.3 Unless otherwise agreed in writing, the Contractor must provide a complete service free from material and legal defects. Even without an express agreement, this includes technical documentation, test certificates, attestations and the like.

5.4 When ordering equipment, systems, components, manufactured items or services, the Contractor must provide the relevant equipment documentation, instructions, spare parts lists, circuit diagrams, dimensional sketches, tool lists, brochures, and in particular the operating and maintenance instructions as well as the servicing manual and similar documents, in triplicate on paper and on standard data carriers, free of charge, unless otherwise agreed in writing.

6. Delivery date, delay, liability

6.1 The delivery and service dates and time limits are binding on the Contractor. Early deliveries or services and partial deliveries or services require our prior consent.

6.2 CE reserves the right to adjust agreed delivery or performance dates and deadlines in consultation with the customer, insofar as this is necessary in the interests of CE and reasonable for the Contractor.

6.3 The date of delivery shall be deemed to be the date on which the agreed complete delivery items, including the agreed documentation and shipping documents, arrive at the receiving point specified by us.

6.4 The Contractor shall be liable to us for compensation for all losses arising from delay

The Contractor shall be liable unless it can prove that it is not at fault.

6.5 Acceptance of a late delivery or service does not constitute a waiver of claims for compensation.

6.6 If the agreed deadlines are not met due to circumstances for which the Contractor is responsible, we shall be entitled, following the expiry of a deadline set by us and without prejudice to any further statutory claims, at our discretion, to claim damages in lieu of performance demand or procure a replacement from a third party; the right of withdrawal remains unaffected.

7. Packaging, dispatch, acceptance

7.1 The Contractor is responsible for ensuring suitable packaging.

7.2 Our order number must be stated on all transport and other accompanying documents. In the event of improper dispatch or delivery documents, we are entitled to refuse acceptance of the delivery at the Contractor's expense.

7.3 Insofar as, in exceptional cases, separate remuneration for packaging has been agreed in writing, we reserve the right to return any reusable packaging materials used for dispatch to the Contractor's address, crediting two-thirds of the packaging value.

7.4 Shipment must be made to the delivery address specified by us or agreed with us. Deliveries for which CE is required, as per the agreement, to bear all or part of the freight costs must be transported using the cheapest method of dispatch available to us at the most favourable freight rates.

8. Transfer of Risk

8.1 The risk, including the risk of accidental loss and accidental deterioration of the goods, even in the case of sale by delivery to a place other than the place of performance, shall not pass to CE until the ordered goods have been fully delivered and handed over, or until our staff have confirmed in writing the acceptance of the work or service. Where the service is to be performed, including delivery and installation, the risk shall not pass to CE until installation has been completed and acceptance has been confirmed in writing by our staff. Trial commissioning does not constitute acceptance.

9. Transfer of risk

9.1 We reserve the right to inspect the quality of the materials used, dimensional and quantitative accuracy, and the general quality of the manufactured parts at the Contractor's premises and those of its suppliers during production and prior to delivery. The costs of production inspections and final checks shall be borne by the Contractor, with the exception of the costs for personnel seconded by us, unless otherwise agreed.

9.2 Production inspection records and checks in accordance with clause 9.1 do not release the Contractor from its performance obligations and do not exclude claims for defects.

10. Transfer of risk

10.1 Unless otherwise required by CE, the Contractor shall issue invoices in a single copy in accordance with the applicable statutory provisions and send them to CE separately from the goods. An original delivery note must be enclosed with every delivery/service. Invoices and delivery notes must contain the details necessary to enable proper bookkeeping. These include, in particular, the order number and date, our material or order number, the number of units comprising a consignment, weights, etc.

10.2 Invoices that do not comply with statutory requirements or do not contain the aforementioned details shall be deemed not to have been issued. Payment shall be made within 14 days of receipt of our goods, less a 3 per cent discount, and within 30 days net of receipt of an invoice that complies with statutory requirements, but not before receipt of the goods or the provision of the full service and, where applicable, acceptance and receipt of the agreed documentation by CE. The date of payment shall be the date on which the payment is debited from our respective account. CE is entitled to make partial payments in consultation with the Contractor.

10.3 Payment is made subject to the correctness of the invoices and the compliance of the services paid for with the contract, and does not constitute an acknowledgement of the correctness of the deliveries and services, nor does it constitute a waiver of any claims for performance or for defects to which CE is entitled.

11. Warranty, Notices of Defects

11.1 The Contractor is responsible for ensuring that the goods or services supplied comply with the agreed specifications in the order and are made from the agreed materials. The Contractor warrants that these are free from material, manufacturing and/or design defects in accordance with the state of the art at the time of the order, and are free from any defects that would negate or impair their suitability for normal or contractually agreed use, or negate the value of the goods, equipment or services supplied. The Contractor further warrants that all services rendered or items supplied by it comply with the state of the art at the time the contract was concluded, the relevant legal provisions and the regulations and guidelines of public authorities, employers' liability insurance associations and professional bodies, and that it is not aware of any forthcoming changes. This applies in particular to the statutory provisions in force in the EU, the Federal Republic of Germany and at the Contractor's registered office, including, amongst others, environmental protection regulations. The Contractor shall inform CE without delay of any forthcoming changes of which it is aware.

11.2 Where deviations from these provisions are necessary in individual cases, the Contractor must inform CE of this without delay and obtain our written consent. The remaining obligations under the contract of sale or the contract for work and materials, including any guarantees regarding the quality of the goods or services, remain unaffected by this provision.

11.3 CE reserves all existing rights in the event of the delivery or provision of defective goods or services. In particular, in the event of material or legal defects, we may, at our discretion, demand that the defect be remedied or that goods free from defects be supplied.

11.4 If, as a result of an agreement or failure to comply with remedy deadlines, CE carries out remedial work, the Contractor shall reimburse all necessary expenses and costs incurred in this regard. This also applies to remedial work which CE carries out or has carried out because prior consultation with the Contractor is not possible due to particular urgency or imminent danger, in particular in the event of imminent and/or exceptionally high damages.

11.5 Unless otherwise agreed, CE's warranty claims shall become time-barred within 2 years of the transfer of risk or from the date on which the defect was discovered, provided that this event falls within the statutory warranty period of 2 years, but at the latest 3 years after delivery by the Contractor. If the delivered product has been used in accordance with its normal intended use in a building and its defectiveness has given rise to warranty claims, CE's warranty claims shall become time-barred within 5 years of the transfer of risk.

11.6 Notices of defects relating to the delivery of ordered goods shall be deemed to have been raised in good time if obvious defects are reported to the Contractor within 10 days of receipt of the goods.

11.7 Defects in the delivery or service reported during the limitation period must be remedied by the Contractor without delay and free of charge, including all ancillary costs, at CE's discretion, either by repair or by replacement of the defective parts, or in accordance with clause 11.3. CE reserves the right to demand a new delivery of goods free from defects or a work free from defects (as per 11.3). The rectification of defects, as well as new delivery or remanufacture, must be carried out without delay. These actions result in the limitation period starting afresh in accordance with 11.5.

11.8 All further claims arising from defects, in particular the right of withdrawal and, in addition, the claim for damages in lieu of performance, as well as damages for breach of contract under Section 280(1) of the German Civil Code (BGB), Sections 311(2) and (3) of the German Civil Code (BGB) and tort, remain unaffected.

12. Third-party intellectual property rights, warranty

- 12.1 The Contractor shall ensure that the delivery or use of the goods supplied or the services rendered does not infringe the rights of third parties, in particular intellectual property rights such as patents, trade marks or utility models, etc. The Contractor undertakes to indemnify CE against all claims by third parties arising from any alleged infringement and to reimburse any expenses incurred.
- 12.2 If the Contractor or a third party provides a guarantee as to the quality of the goods supplied or as to the fact that the goods supplied will retain a specific quality for a specific period (durability guarantee), CE shall, in the event of a claim under the guarantee and without prejudice to statutory claims, be entitled to the rights arising from the guarantee against the party who granted the guarantee, in accordance with the terms set out in the guarantee declaration and/or the relevant advertising. In the event that the Contractor has provided a durability guarantee, it is presumed that a material defect occurring during its term gives rise to the rights under the guarantee.
- 12.3 As soon as the Contractor has assumed a guarantee for the quality of an item or a work in the form of an assurance, they shall be liable in accordance with the statutory provisions for compensation for damages, including compensation in lieu of performance. The limitation period is 3 years, calculated from the discovery of the defect or the absence of the relevant quality

13. Assignments, transfer of contract performance

- 13.1 Without the express written consent of CE, the Contractor may not transfer the performance of the contract or its contractual claims, either in whole or in part, to third parties. The Contractor reserves the right, however, to engage vicarious agents to perform the service.
- 13.2 CE shall not refuse consent to the assignment of claims without good cause, provided that CE has no counter-claims.

14. Contractual penalty, damages, reimbursement of expenses

- 14.1 If the Contractor culpably fails to fulfil its delivery or performance obligations on time, CE may, in addition to demanding performance, claim a contractual penalty amounting to 0.5 per cent of the gross contract sum for each calendar week or part thereof. The maximum amount of this contractual penalty is limited to 5 per cent.
- 14.2 In the event of a culpable breach of quality standards, the Contractor shall pay a contractual penalty of the same amount as specified in clause 14.1 for the period from the notification of the defect until its rectification. The basis for calculation here is the amount affected by the quality breach affected part of the subject matter of the contract.
- 14.3 In the cases referred to in clauses 14.1 and 14.2, CE may claim compensation for any further loss incurred.
- 14.4 CE is not obliged to reserve the right to claim the contractual penalty at the time of acceptance, delivery or performance of the service, but is entitled to claim the contractual penalty up until payment of the final invoice.

15. Right of termination due to inability to perform

- 15.1 If, after the conclusion of the contract, it becomes apparent that the Contractor's performance of the contract is at risk due to inability to perform – for example, due to financial deterioration, actual obstacles to performance, insufficient resources for performance, or other reasons – CE shall be entitled to withdraw from the contract.

16. Jurisdiction, applicable law

- 16.1 In the event of any disputes arising from the contractual relationship, if the Contractor is a trader, a legal entity under public law or a special fund under public law, legal proceedings must be brought before the court with jurisdiction over the registered office of our company. We are also entitled to bring proceedings at the Contractor's registered office. Exceptions from this agreement on the place of jurisdiction are disputes concerning non-pecuniary claims, which are assigned to the local courts regardless of the value of the matter in dispute, or disputes for which an exclusive place of jurisdiction has been established. The place of performance for any payments shall in each case be the CE branch that placed the order.

- 16.2 Swiss law applies to the contract.

- 16.3 The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods shall not apply.

17. Group set-off clause

- 17.1 CE is entitled to set off all claims to which CE is entitled against the Contractor against all claims to which the supplier is entitled, on whatever legal grounds, against companies in which CE holds, directly or indirectly, a majority stake.
- 17.2 The current list of companies, within the meaning of the preceding paragraph, in which CE holds a direct or indirect majority stake, can be found online atwww.cideon.de/cideon/de/ho/unternehmen/standorte/index.php. Upon request, the Contractor may at any time obtain information regarding the list of companies referred to in the preceding paragraph.

18. Direct marketing activities, non-competition clause

- 18.1 The Contractor undertakes to refrain from engaging in direct marketing activities directed at CE's employees and end customers.
- 18.2 The Contractor may not enter into any direct contract with CE's end customers or employees as a follow-up contract. A non-competition clause applies in respect of end customers.
- 18.3 In the event of a breach of clauses 18.1 and 18.2, the Contractor undertakes to pay CE a contractual penalty for each instance of non-compliance amounting to at least CHF 6,000.00 and up to a maximum of 5 per cent of the total contract sum of the contract between the Contractor and CE.

19. Invalidity of clauses

- 19.1 In the event of a breach of clauses 18.1 and 18.2, the Contractor undertakes to pay CE a contractual penalty for each instance of breach amounting to a minimum of EUR 5,000.00 and a maximum of 5 per cent of the total contract sum of the contract between the Contractor and CE.